

**Cooperative Agreement**  
**between the**  
**National Park Service (NPS)**  
**and the**  
**State of Idaho, Department of Parks and Recreation (IDPR)**

**Article I. Background and Objectives**

**WHEREAS**, the Congress enacted the Arizona - Idaho Conservation Act of 1988, Title II, (P.L. 100-696) 16 U.S.C. 460yy-1 et seq. establishing City of Rocks National Reserve (CIRO); and

**WHEREAS**, the Congress provides annual appropriations for the Department of the Interior, National Park Service (NPS), for the operations of the National Park System, including CIRO Idaho; and

**WHEREAS**, P.L. 100-696 directs the Secretary of the Interior, acting through the NPS, in cooperation with appropriate State and Federal agencies, local units of government and local residents to formulate a comprehensive management plan (CMP) for the management of the Reserve, and further directs that, at such time as the State or units of local government have enacted ordinances or established regulations which in the judgment of the Secretary will protect and preserve the historic and natural features of the area in accordance with the CMP, management and administration of the Reserve will be transferred to State or local government, technical assistance will be provided to the State or local government in the management of the Reserve, and periodic grants will be provided to the State or local government to carry out their management responsibilities; and

**WHEREAS**, the NPS, upon approval of the CMP, will submit the record of decision, a copy of the CMP and a copy of enacted local ordinances to the Secretary for certification and transmission to Congress and the Governor of Idaho as required by 16 U.S.C. 460yy-1(b); and

**WHEREAS**, IDPR and NPS share common management objectives and goals, and follow similar operational and administrative guidelines and procedures for the management of lands, resource values, and human activities under their respective jurisdiction within the Reserve; and

**WHEREAS**, IDPR has staff, resources, and the desire to carry out on-site management and administration of both State and NPS lands within the Reserve; and

**WHEREAS**, the NPS and IDPR mutually developed and agreed to the Operation Plan and Guidelines for Management of City of Rocks National Reserve, attached to this Cooperative Agreement, which provides the context and parameters for cooperation to assure efficient and high quality management and administration of the Reserve, its resources and use; and

**WHEREAS**, the NPS will review ordinances or established rules or statutes enacted by the State or appropriate unit of local government having jurisdiction over land within the Reserve for their adequacy and enforcement in protecting and preserving the historic and natural features of the area in accordance with the comprehensive plan; and

**WHEREAS**, the NPS has the authority (16 U.S.C., para. 1a - 2(g)) to enter into a cooperative relationship IDPR to manage and operate CIRO.

**NOW**, therefore, the parties hereto agree:

## **Article II. Statement of Work**

### **1. That the National Park Service will:**

- a) Transfer management and administration of CIRO to IDPR effective upon the approval date of this Cooperative Agreement.
- b) Adopt and implement the Operation Plan and Guidelines for Management of City of Rocks National Reserve (CIRO-OP) dated October 1, 2003. The CIRO-OP may be amended by mutual agreement and shall continue in force for the life of this Cooperative Agreement.
- c) Provide oversight and annual review and evaluation of IDPR's management and administration of CIRO.
- d) Provide technical assistance, expertise, and training in program areas such as interpretation and visitor services, resources and visitor protection, resources management, information management, facilities maintenance and development, and planning.
- e) Lease appropriate facilities for the management and administration of CIRO by IDPR

### **2. That the State of Idaho Department of Parks and Recreation will:**

- a) Upon transfer of CIRO to IDPR management and administration, assume, accept and embrace all on-site program management responsibilities associated with a unit of the National Park and Idaho State Park systems.
- b) Adopt and implement the Comprehensive Management Plan for CIRO and any subsequent and supplementary program or action plans developed in collaboration with, and approved by, the NPS for CIRO.
- c) Adopt and implement the amended Operation Plan and Guidelines for Management of City of Rocks National Reserve (CIRO-OP) dated October 1, 2003. The CIRO-OP may be amended by mutual agreement and shall continue in force for the life of this Cooperative Agreement.
- d) Provide sufficient State funding, as authorized and appropriated by the



State Legislature, to assure management and operation of CIRO, at a level comparable to other units of the Idaho State Park System.

- c) Implement and enforce State and County statutes, ordinances, rules and regulations on public lands to assure that management and resource and visitor protection at CIRO is done in conformance with Public Law 100-696, Section 202.
- f) Implement and comply with federal resource protection laws and executive orders applicable to units of the National Park System
- g) Cooperate, participate, and contribute to NPS program implementation at CIRO, including, but not limited to, resource management, resource and visitor protection and other National Park System-wide programs, in accordance with NPS policies and guidelines.
- h) In cooperation with the National Park Service, develop annual work plans for CIRO, and provide an annual report prior to the end of each federal fiscal year. Each annual report will include program highlights of the year ending, a presentation of staffing/FTE and funds (federal, state, etc.) utilized, report on accomplishments made with project funding, and recommendations for the coming year, including a detailed statement of funding needs.
- i) Assign to the IDPR Manager at CIRO the title of " Superintendent" with responsibilities for operations and management liaison with the NPS, on-site supervision, and coordination of joint NPS/IDP&R programs such as: visitor and resource protection, resource management, visitor service, interpretation, maintenance, and development programs. Assign IDPR staff to CIRO who have the knowledge, skills, and abilities needed to carry out these programs in accordance with NPS standards.
- j) Provide administrative and visitor contact services on state administered land outside the Reserve.

### **Article III. Term of Agreement**

This Agreement shall become effective upon the approval, and under the authority of the Regional Director, National Park Service, Pacific West Region and the authority of the Director, Idaho Department of Parks and Recreation, with a recognized starting date of October 1, 2003. This Agreement shall be amended by mutual consent and shall continue in force and effect unless terminated by the Secretary of the Interior in accordance with P.L. 100-696, Section 202.(e), as outlined in Article VIII, Termination. The amounts of funds provided by grant as noted in Article II may vary and are dependent on Congressional appropriations in subsequent fiscal years, priority of NPS program needs, overall NPS funding priorities, satisfactory performance by IDPR, and the budget and work plan required by Article II, Section 2.h.

NPS performance is subject to the availability of appropriations by Congress for the U.S. Department of the Interior. IDPR's performance is subject to availability of appropriations made by the State of Idaho for the Idaho Department of Parks and Recreation and the Article II grant.

### **Article IV. Key Officials**

## **1. Key National Park Service Officials**

The Regional Director, Pacific West Region, has overall responsibility within the Pacific West Region. Implementation of this Cooperative Agreement has been further delegated to the Superintendent of Hagerman Fossilbeds National Monument (HAFO). The Superintendent of HAFO is not authorized to change any of the terms and conditions of this Agreement.

The Contracting Officer, Columbia-Cascades System Support Office, is responsible for cooperative agreement compliance, funding obligations, property accountability, and all contractual/agreement administrative functions.

## **2. Key state of Idaho Department of Parks and Recreation Officials**

The Director of the Idaho Department of Parks and Recreation is the Department's Chief Executive Officer and an ex-officio member of the Idaho Park and Recreation Board. The Idaho Park and Recreation Board has overall responsibility to administer, conduct and supervise the department of parks and recreation and conduct, lease or otherwise establish public park or recreational privileges, facilities and conveniences and to operate said recreational services and to make and collect reasonable charges for their use or to enter into contracts for their operation.

The State's primary point of contact is:

### **FINANCIAL**

Financial Officer  
Idaho Department of Parks and Recreation  
P O Box 83720  
Boise, Idaho 83720-0065  
(208) 334-4199

### **OPERATIONS**

Park Manager (Superintendent)  
City of Rocks National Reserve  
P O Box 169  
Almo, ID 83312  
(208) 824-5519

## **Article V. Award**

This Cooperative Agreement is awarded to the State of Idaho, Department of Parks and Recreation, for fiscal year 2003 (October 1 through September 30) in an amount subject to funding availability of appropriated ONPS funds.

Subject to appropriated and available funding, in addition, as allotted, funds will be made available from repair-rehab, cyclic maintenance, VIP, and other appropriate accounts.

The Idaho Department of Parks and Recreation shall submit billings for payment on a quarterly basis to the Superintendent of HAFO. A copy of all invoices shall be sent to the NPS Contracting Officer. (The Cooperative Agreement Number shall be cited on all invoices and related correspondence.)

After the Superintendent of HAFO has certified that payment is justified and that the services provided have been accepted, the Contracting Officer will authorize and process payment.



Subsequent award assistance beyond fiscal year 2003 is subject to availability of funding and shall be made by modification to this Agreement or by the award of a Subagreement to this Agreement if funds become available and if project progress and performance is satisfactory. No work beyond fiscal year 2003 is to be instituted based on this Cooperative Agreement without prior authorization of the National Park Service's Contracting Officer.

**Article VI. General Provisions, Civil Rights Assurance and Certification regarding Lobbying, Drug-Free Workplace Certification**

The General Provisions incorporated by reference as part of this agreement, are the requirements of OMB Circulars A-102, Grants and Cooperative Agreements with State and Local Governments; Civil Rights Assurance and Certification regarding lobbying; A-87, Cost Principles for State and Local Governments; A-128, Subpart B of 43 CFR Part 12, Audit Requirements for State and Local Governments; Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs; Subpart C, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Subpart D, Governmentwide Debarment and Suspension (Non-procurement), Chapter 12.100 through 12.510; Subpart D, Governmentwide Requirements for Drug-Free Workplace (Grants), Chapter 12.600 through 12.630; Subpart E, Buy American Requirements for Assistance Programs; Civil Rights Assurance requirements, Title VI, Civil Rights Act of 1964, (42 U.S.C. 2000d.1); MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.6(E)(2).

Title to all government-furnished property supplied or funded by the NPS under the terms of this Agreement shall remain with the NPS, unless specifically authorized otherwise by the National Park Service's Contracting Officer. Payment shall be made by electronic funds transfer within 30 days after receipt of a proper invoice.

**Article VII. Notice**

Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act, 1995, Public Law 103-332, 108 Stat. 2499, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

**Article VIII. Termination**

This Agreement stipulates that IDPR will manage and administer CIRO on behalf of the NPS unless an unremedied management violation occurs, and may be terminated by the Secretary of the Interior under the circumstance described in Title II, P.L. 100-696, Sec. 202.(e) as follows:

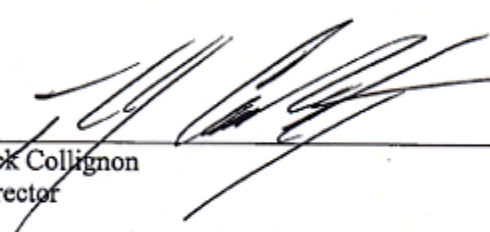
If, after the transfer of management and administration of any lands pursuant to subsection (c) of this section, the Secretary determines that the reserve is not being managed in a manner consistent with the purposes of this title, he shall so notify the

appropriate officers of the State or local unit of government to which such transfer was made and provide for a one hundred and eighty day period in which the transferee may make such modifications in applicable laws, ordinances, rules, and procedures as will be consistent with such purposes. If, upon the expiration of such one hundred and eighty-day period, the Secretary determines that such modifications have not been made or are inadequate, he shall withdraw the management and administration from the transferee and he shall manage such lands in accordance with the provisions of this title.

IDPR may initiate an action to terminate under this Article by notifying the NPS in writing, at least 180 days in advance, of the specific reasons why it can no longer manage the reserve in a manner consistent with the purposes of Title II, P.L. 100-696.

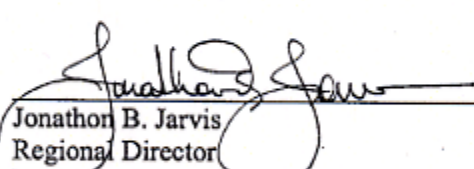
In **WITNESS WHEREOF**, each party hereto has caused this Cooperative Agreement to be executed by an authorized official on the day and year set forth opposite their signatures:

State of Idaho Department of Parks and Recreation


  
Rick Collignon  
Director

Date 10-5-03

National Park Service  
Pacific West Region

  
Jonathon B. Jarvis  
Regional Director

Date 10-14-2003

  
Contracting Officer

Date 10/22/03

Attachments:

Operations Plan and Guidelines for Management of City of Rocks National Reserve